

AGREEMENT:

This Agreement, entered into the 2nd day of January, 2001, by and between the Howell County Senate Bill 40 Board (SB 40 Board), hereinafter referred to as "Board", and Ozark Sheltered Industries, Inc., hereinafter referred to as "OSI".

WITNESSETH:

WHEREAS, Board was established on the 1st day of October, 1977, by the Howell County Court, pursuant to Section 205.968 through 205.972 R. S. MO; and

WHEREAS, OSI is a not-for-profit corporation which was incorporated for the purposes of implementing the provisions of Sections 178.900 to 178.970 R.S. Mo; and

WHEREAS, Board and OSI have a common desire to implement the provisions of Sections 178.900 to 178.970 R.S. MO; and further to provide certain services to the Howell County community with regard to assisting the handicapped; and

WHEREAS, the Board and OSI intend to comply with the provisions, directives, and obligations outlined in Sections 205.968 to 205.972 R.S. MO.

NOW THEREFORE, in exchange of the mutual covenants and promises herein contained, the Board and OSI agree as follows:

1. OSI agrees to provide the County of Howell and Board a facility that shall be operated for the handicapped persons as defined in Section 178.900 R.S. MO;
2. In exchange for providing such facility, OSI may receive that amount requested by OSI which shall be submitted to and approved by Board for capital improvements, transportation, and other items and services that may be necessary for the continued production output of OSI and the benefit of the handicapped residents of Howell County. However, in no event shall Board be obligated to pay more than an amount that has been requested by OSI and that has been specifically approved by Board;
3. Board and OSI understand that Board has certain obligations under Section 205.968 to 205.972 R.S. MO, commonly known as "Senate Bill 40". OSI and Board agree that the Board shall exercise such control and management of the facilities and receive such information as is necessary for Board to comply with the statutes of this State and the principles of good stewardship of tax

revenues of the County. However, in no event is Board to unnecessarily interfere with the operation of the facility by OSI's Board of Directors;

4. Board and OSI agree that the purpose of this Agreement, in part, is to comply with paragraph 5 of Section 205.970 R.S. MO and that it is the intention of both Board and OSI that this Agreement is being executed as a contract for common services and the common use of any property of both or either of OSI or Board under the specific provisions outlined herein;

5. Board and OSI agree that nothing shall be taken, interpreted, or have the effect of being in violation of the provisions of Section 205.968 to 205.972 R.S. MO;

6. Board and OSI agree that they do not intend to and are not attempting to affect the legal status of either Board or of OSI and that each are a separate and distinct entity and neither is assuming liability for the actions of the other;

7. OSI agrees to submit to the Chairman of Board a quarterly accounting. This accounting shall be submitted in time to be presented to Board at the regular quarterly meeting. Said accounting shall deal with the receipt and disbursement of all funds of OSI for their previous quarterly period, and include an itemized list of all items for which Board funds have been expended. The accounting will also identify any new personnel hired and any employed personnel that were dismissed. The accounting will briefly identify what contracts, jobs, or projects were acquired or that OSI personnel worked on during the previous quarter, and will also identify anticipated new contracts;

8. OSI agrees to provide such services to handicapped persons in the Howell County area that OSI and Board shall agree are necessary and in compliance with the statutes of this State as referred to and defined in Section 178.900 to 178.970 RS MO;

9. OSI agrees to submit to Board an annual audit conducted by a Certified Public Accountant;

10. OSI agrees to furnish to Board semi-annually, a concise but complete statement for OSI's projects and goals for the next six months period. Such statement need not be elaborate but will clearly outline the direction of new growth and project and job development. Further, OSI agrees in this semi-annual statement, to outline the areas or individuals that OSI is not currently serving but intends to serve, and those steps that are being taken or will be taken to serve those areas or individuals. The intention of both parties is that the maximum number of handicapped persons in Howell County should be served with a broad spectrum of

appropriate services and employment opportunities;

11. OSI agrees that no property now owned by OSI or which OSI may own in the future, including both real and personal property and equipment, will be sold, leased, or otherwise transferred, without prior knowledge and agreement of Board. Further, OSI agrees that in the event of the sale, lease, or transfer of any property referred to herein, OSI will first notify Board and offer such property either real or personal to Board;

12. OSI agrees to keep Board apprised of its financial status, and in the event that such status is threatened by creditors of any nature whatsoever or that OSI should become insolvent such that it is unable to meet its obligations as they come due, then all physical assets, including real estate, of OSI purchased or funded by Board shall revert back to the ownership of Board.

13. OSI and Board agree that when either party to this Agreement feels that the other party is violating or not complying with the provisions of such Agreement, the complaining party shall notify the offending party within 30 days of the date of the alleged offense, or of the date when the complaining party had knowledge of the alleged offense, whichever is later. The offending party shall have 30 days from the receipt of the notice outlining the offense in which to cease violation or to comply. In the event that the offending party does not cease violation or comply within 30 days of the receipt of said notice, the complaining party may, at its option, terminate this Agreement upon notice to do so. The Agreement shall be terminated 30 days from the receipt of notice to terminate. In any event this Agreement shall terminate January 1, 2000. and the option to renew this Agreement shall be mutually afforded both Board and OSI annually;

14. Board and OSI agree that this Agreement shall serve as a written pledge of their commitment to provide equal employment opportunity in all of their personnel policies and practices based on merit and fitness, and to prohibit discrimination for race, color, religion, sex, national origin, ancestry, physical disabilities or political affiliations. Further, the parties agree that they will adhere to merit principles of employment in all aspects of operations including recruitment, hiring practices, promotions, transfers, educational opportunities, terms, conditions, responsibilities and privileges of employment;

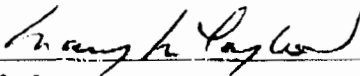
THIS AGREEMENT entered into in duplicate the day and date first above written, and shall bind the assignees, transferees and successors in interest of the parties hereto.

Addendum

It is further agreed that the SB40 Board will fund transportation service for the Ozark Sheltered Industries' employees to and from work. Ozark Sheltered Industries intends to manage the transportation service for the SB40 Board through a Purchase of Service contract.

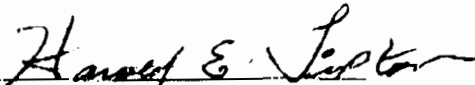
Ozark Sheltered Industries will be billed directly for the service and then shall request reimbursement for the transportation service from the SB40 Board on a quarterly basis.

The SB40 Board shall forward the cost of service directly to Ozark Sheltered Industries on a quarterly basis.


Chairman
Howell County SB 40 Board

Secretary
Howell County SB 40 Board

Mary M. Taylor


President
Ozark Sheltered
Industries

Secretary/Treasurer
Ozark Sheltered
Industries